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DENVER BAR ASSOCIATION RECORD

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THE DENVER BAR ASSOCIATION

RECORD

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Special Dinner Meeting

Wednesday, November 2, 1927, at 6:45 P. M.
The University Club

Banquet in honor of Dean Roscoe Pound of the Harvard Law School. Dean Pound will be the guest of the University of Colorado at the celebration of the 50th anniversary of the founding of that institution and, through the courtesy of the University, will be the speaker at this banquet.

Tickets, $2.00 per plate. Reservations must be made or tickets purchased from the Secretary.

Dress informal

This meeting will take the place of the regular November luncheon meeting.

THE DENVER BAR ASSOCIATION RECORD

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Published monthly by the Denver Bar Association and devoted to the interests of the Association.

October Meeting

ONE HUNDRED EIGHTY-TWO lawyers and guests enjoyed the excellent program presented at the October meeting of this Association.

This luncheon meeting was held in honor of forty-one new members of the Colorado Bar, who were sworn in that morning by the Supreme Court. The Supreme Court changed its former procedure and the address of Acting Chief Justice John H. Denison was delivered at this meeting instead of following the oath in the Supreme Court Chambers as heretofore.

President Robert L. Stearns presided and after welcoming the guests on behalf of this Association, introduced Justice Denison, who reminded the new lawyers that whereas in England every new member of the Bar upon his admission must tender his Inn of Court a dinner costing approximately $2,000, yet, upon this occasion, the new members were recipients of a free dinner given by the Bar Association as a token of good fellowship.

He then called attention to the recent remark of the Lord Chief Justice of England that the administration of justice was more important to the people than anything else, and in this connection, stated that these new members had chosen to join a profession which bears a greater proportion of the responsibilities of the country than any other. He also stated it was necessary that the Bar be maintained upon a high plane in order to accomplish the proper administration of justice, and that the people must have confidence in the Bar. He thought that the confidence of the people in the administration of justice would con-

tinue only so long as their confidence in the Bar continued. He called attention to the English Inns of Court whereby the traditions of the profession were studied and absorbed. He also called attention to the experiment about to be conducted by Yale University. He stated that they had received the sum of $3,500,000 with which to build a law school covering an entire block where every law student would live and study with his classmates and instructors. The entering class was to be limited to one hundred men. The fundamental purpose was to approach to some extent the English system of Inns of Court. He thought this was a step in the right direction.

He closed by admonishing the new members to take a deep interest in their new profession and to study and exemplify the best traditions of the Bar of the United States and of the State of Colorado.

President Stearns, after explaining the purposes and scope of the Denver, Colorado and American Bar Associations, introduced Donald C. McCreery, President of The Colorado Bar Association.

Mr. McCreery, after welcoming the new members on behalf of that Association, cautioned them that there was no royal road to success; that only years of hard work would enable them to succeed. He reminded, them, however, that in the profession there is a great fellowship among its members, and that they might rest assured that they would receive the aid and assistance of the older members of the Bar in the solution of any of their problems.

President Stearns then remarked that he had not attained the age which would entitle him to reminisce but that he was reminded of the remark made by a person in the office where he commenced to practice. This party occasionally asked his opinion on legal questions and one day following such a question and answer, remarked to Mr. Stearns that he always liked to get the opinion of the other members of the office as a matter of consolation because he found that they generally agreed with him but that the textbooks did not.

President Stearns then explained that Senator Charles S. Thomas, who was to have been the principal speaker was unable to be present and in this connection, he read the following letter from Mr. Thomas:

"Hon. Robert L. Stearns,

Pres. Denver Bar Assn.

My dear Sir:

Due to an acute bronchial complication, I was advised by my physician to cancel my engagement to speak to the recently admitted members of the Bar tomorrow noon, under the auspices of The Denver Bar Association.

As I had postponed the date of my return to Washington for this occasion, you may realize how irritating and disappointing is my enforced abstention from your program, for my physician says that I shall probably be all right in a couple of days, or such a matter, provided I can manage to keep my mouth shut during the interval. I am thus denied the pleasure of taking part in the immediate event and at the same time burdened with the imposition of a task both difficult and unusual.

I am thus made to realize the truth of the aphorism, that, "Hell is disqualification in the face of opportunity"; and also reminded of the negro preacher's warning that, "Man composes but de Lord, He decomposes". Yet, it may be well to add that "Old folks must step carefully or step off"

I take comfort, however, in the thought that your audience will profit by the substitution of a better man in my stead; one whose words of counsel and wisdom drawn from the experiences of his own past will more than compensate for any loss which may come from my disability to comply with its expectations.

May I ask you, therefore, to extend my greetings to the newly fledged members of the profession whose careers are at their threshold. May their plans and ambitions be fairly realized, and their progress to fame and fortune be constant and unbroken. And, may the time soon come when each and every of them will know fully as much law as I thought I did in the day of my admission.

Very regretfully,

Yours

C. S. THOMAS"

He then introduced Tyson S. Dines, of the Denver Bar, who had consented at the last minute to "pinch-hit" for Senator Thomas.

Mr. Dines in opening, stated that the practice of law embraces some knowledge of all of the sciences and, for that reason, studious habits alone enable a member of this profession to rise to a high place in it.

He then read the following quotation from a speech of Joseph H. Choate delivered at a dinner tendered him by the Bench and Bar of England upon his retirement as Ambassador to England from the United States, which was as follows:

"I started in life with a belief that our profession in its highest walks afforded the most noble employment in which any man could engage, and I am of the same opinion still. Until I became an Ambassador and entered the terra incognita of diplomacy I believed a man could be of greater service to his country and his race in the foremost ranks of the Bar than anywhere else; and I think so still. To be a priest, and possibly a high priest, in the temple of justice, to serve at her altar and aid in her administration, to maintain and defend those unalienable rights of life, liberty, and property upon which the safety of society depends, to succor the oppressed and to defend the innocent, to maintain constitutional rights against all violations, whether by the Executive, by the Legislature, by the resistless power of the Press, or, worst of all, by the ruthless rapacity of an unbridled majority, to rescue the scapegoat and restore him to his proper place in the world—all this seemed to me to furnish a field worthy of any man's ambition."

He stated that it was important that lawyers abide by the ethics of their profession. He told of a case which he was about to try before a Judge in Shannon County, Missouri, when a young man. He and his opponent found that the case could not be tried before the regular Judge and they stipulated that it be tried before a Judge, who was a close personal friend of Mr. Dines, and with whom he had gone on fishing and hunting trips. Mr. Dines thought that he had presented a good case, and finding himself alone in the courtroom with the Judge after its completion, he thought he had won his case, but in going out the old Judge put his hand upon his shoulder and said, "Tyson, I'm afraid he's got us." Mr. Dines stated that there he got a vision of the true Anglo-Saxon justice, that knows no friend and knows no enemy, a certain and true guardian of the rights of men.

He then related the incident when an eminent member of the Bar in Missouri was about to try an equity case before a Judge, who was known to be his enemy. Neither the Judge nor the

lawyer had any use for each other. This being shortly after the Civil War, when men's passions and guns were equally in evidence, certain members of the Bar suggested that it would be well to try this case before some other Judge. The lawyer, however, said that he had no use for the Judge, but that he could not make the statement or swear that he thought he could not receive justice before him. As a matter of fact, Mr. Dines said, the lawyer tried this case before his worst enemy and received a favorable decision. In this connection, he cautioned the new members never to impugn the integrity of the court because of their own defeat.

He then cautioned the new members not to think that they had to ask lots of questions everytime they cross-examined a witness, and in this connection, he related the story of two farmers who fought a terrible fight, and one emerged from the fight minus an ear. The only witness was a backward sort of fellow, who refused to talk about what he had seen. The other farmer was charged with mayhem, and at the trial the prosecuting witness testified that the defendant bit off his ear, but that they were fighting over newly cut hazel bush stubs, on which the ear might have been cut off. The reticent witness was finally called and stated the same facts. Upon cross-examination, he explained that he did not see the defendant bite off the ear, but that he knew that he had bitten it off but admitted at the same time it might have been cut off by the hazel bush stubs. Mr. Dines said the defendant's lawyer should have stopped at this point, but instead he made the mistake of asking why if all these things were true the witness was so certain that the defendant had bitten off the ear. The witness replied to this question by saying that after the fight, he had seen him spit it out.

He told of the time when he and Senator Thomas were trying a mining case and a deaf and somewhat reluctant witness was attempting to testify that he was sure that the discovery shaft was more than ten feet deep on a certain day. He stated on cross-examination by Mr. Thomas that he knew this because a man six feet high was standing more than five feet below the surface shoveling loose dirt out over the top on the day in question. Mr. Thomas believing the witness to be lying became somewhat facetious and asked the witness what the man looked like. The witness replied that he was just an ordinary looking man. Senator Thomas then said, "Was he as good looking a man as I am?" After some difficulty, the witness was finally made to understand the question and very carefully looked Mr. Thomas over from head to foot and after a considerable pause finally said, "Just about."

Mr. Dines in concluding cautioned the members that they were ministers at the Temple of Justice; that this was an honor which they should appreciate; that in connection with it there were very definite duties to be performed, much pleasure to be found in it and a very desirable goal to be attained.

A. J. G.

Note:

As one of the purposes of THE RECORD is to afford a means for free expression by members of the bar on subjects of benefit to the profession, and as the widest range of opinion is desirable in order that the different aspects of these matters may be presented, the editors assume no responsibility for the opinions in signed articles, the fact of their publication indicating only the belief of the editors that the subject treated merits consideration and attention.

Municipal Bonds

By MYLES P. TALLMADGE, of The Denver Bar

THE New York Bond Buyer reports that municipal and state bonds issued in the United States during the year 1926 amounted to the sum of $1,351,615,301.00. These figures are of the reported issues. As there are many not reported, it is safe to say that the total amount of state and municipal bonds issued in this country in the year 1926 amounted to approximately one and one-half billion dollars. The necessity of municipal bonds is well known. Municipalities wishing permanent improvements of various kinds and not caring to impose the cost in one levy on taxable property, issue bonds payable over a period of years, at least during the anticipated life of the improvement.

In an article of this kind, necessarily restricted in length, it is only possible to touch on some of the high points of the law of municipal bonds. Also, as the practice of the law on this subject is somewhat specialized, it has been considered advisable to refer to fundamental and general propositions rather than to treat of particular or special ones. Accordingly, for the present purposes, municipal corporations will be considered as counties, cities, towns and school districts, even though counties and school districts are not strictly speaking within the classification.

A municipal bond is merely a promise to pay a certain amount of money at a definite time and place, with interest at a specified rate payable during the period, usually evidenced by coupons attached to the bond. The bond is executed in the name of the municipality, by officers ordinarily mentioned in the statute authorizing the issue, and the bond must bear the seal of the issuing corporation. For the purposes of this article municipal bonds may be grouped as general, special and revenue. A general bond is one payable from ad valorem tax levies on property within the issuing municipality. A water or sewer bond of a city, a county court house bond or a school district building bond are examples of those classed as generals. A special bond is one payable from the proceeds of a special assessment, based upon benefits, levied against property in a particular district or locality for improvement, which theoretically enhances the value of the property therein, to an amount at least equal to the assessment. A paving bond payable out of special assessments is a typical example of this class of bond. Irrigation and drainage district bonds are considered special obligations, with some modifications. The important difference between a general and special bond is one of security. When a special assessment against a property is paid, such property cannot be assessed again for the same improvement, even though there be a deficit in the improvement fund, whereas if the deficit occurs in a general improvement the same property may be taxed over and over again for one improvement.

The revenue bond is not so well known. It is payable solely out of the revenue produced from the operation of a public utility, and municipal credit is not pledged except to maintain rates or charges which will be sufficient to pay principal and interest of the debt incurred. An example of a bond of this character is one payable from electric light revenue. Many municipalities have been able to acquire valuable electric utilities by means of this method of financing, without encroaching on their debt contracting power. Bonds of this kind were recently under consideration by

the municipal authorities of Denver in connection with the proposed Two Forks Reservoir. The plan was to finance a hydro-electric improvement by means of obligations payable solely out of revenue and it was proposed to pay not only the particular obligations, but also to pay Denver's entire water debt from the revenue produced, all at rates lower than the present ones.

Each class of bonds has a law unto itself. In this article the law applicable to general obligations only will be briefly treated. It is elementary that municipalities have powers which are expressly granted, those which are necessarily implied and those which are necessary for municipalities to maintain their existence. It has been uniformly held that the power to issue bonds must be specifically given. Therefore, before a municipality can issue bonds for a particular purpose, there must be statutory authority authorizing such an issue.

As important as the grant of power are limitations, statutory and constitutional. In all bond statutes there are restrictions upon the power granted. The most common restriction is upon the total amount of bonds which may be issued for any purpose. The limit is usually placed on a certain per cent. of the assessed value of the taxable property in the municipality, though sometimes the maximum amount of bonds for a certain purpose is set forth. Also issues are limited by tax levies, which may be made to pay principal and interest. Other limitations relate to the procedure to be followed, and the type of bond which may be delivered. Ordinarily the statute prescribes the maturity and optional dates, the maximum rate of interest, denominations and places of payment. Naturally, all mandatory provisions of the statute must be substantially followed and limitations must not be exceeded.

Constitutional limitations consist mainly in limiting the amount of bonds which can be authorized and in requiring elections of the voters, possessing general or tax-paying qualifications. A typical example is found in Section 8, Article XI of the Colorado Constitution, to the effect that cities and towns cannot incur indebtedness exceeding three per cent. of the assessed valuation of the taxable property therein, except for supplying water, and only when the debt is authorized by the tax-paying electors voting at a general municipal election, and when proper provision has been made by ordinance for tax levies to pay the debt. In this connection it is to be observed that in practically all of the western states which are arid or semi-arid there either is no limit on indebtedness for supplying water or the limit is high enough to permit large expenditures for water and waterworks. In some states, Nebraska for instance, there are no constitutional limitations on municipal indebtedness, the theory being no doubt that all restrictions should be imposed by the legislature which is presumed to have knowledge of municipal demands and how they should be curtailed.

There being statutory authority for the issuance of bonds, the prescribed procedure must be substantially followed. Sometimes it is required that the issue be initiated by a petition, but more often the governing body starts the proceedings by the adoption of an ordinance or a resolution. When an election is necessary, notice must be published or posted, or both, judges and clerks must be appointed and other incidental arrangements made. The vote is canvassed and the result declared. Then, if bonds are voted, comes the adoption of another ordinance or resolution authorizing the issuance of the bonds, prescribing the bond form and providing for the levy of taxes to pay principal and interest when due. Many statutes require that notice of the sale

of bonds be given and that the sale be made to the highest responsible bidder at not less than par. Such requirements must be followed in the same manner as all others.

In prescribing the form of bond to be issued, it is customary to recite that all conditions precedent have been fully complied with, that all requirements of law have been completely fulfilled and that the debt evidenced by the bond does not exceed any constitutional or statutory limitation. The subject of recitals in bonds is one concerning which there are many decisions. It is interesting to know that at an early date the law on the subject was fairly well established by the Supreme Court of the United States in cases concerning bonds of Colorado counties. A consideration of the law of recitals is not within the scope of this article. Suffice it to say in a general way that if there be statutory authority for the issuance of bonds, if the bonds are executed and delivered by proper officers and if they contain the proper recitals, they are binding on the municipality which purports to issue them, and the municipality is estopped to deny the truth of the recitals as against a bona fide purchaser.

Attorneys engaged in general practice are seldom called upon to examine transcripts or records of bond proceedings, but they are frequently consulted concerning investments of various kinds. Therefore, it is incumbent upon them to know, at least in a general way, the differences between the kinds of bonds, how the same are secured, and the relative merits or disadvantages of each, so that in this day of wildcat speculators and promoters they may give their clients the sound advice to which they are entitled.

Something to Consider

CONCERNING the attitude of the public at large toward violations of certain municipal ordinances, it should be interesting to members of the Bar to consider the following facts.

At the past jury term in our County Court there were approximately thirty cases of traffic law violations appealed from the Police Court. All of these when appealed carried sentences of heavy fines and jail sentences imposed in Police Court. In none of these cases was anyone injured and the following is a good example of them all.

John Doe, a young workman born and raised in Denver, of excellent reputation and with a wife and three small children, leaves a party one night about midnight to go to his home. He has had a few drinks and while driving to his residence collides with a street sweeper, turning his automobile around. No one is injured. An officer standing nearby investigates the accident and determining Doe has been drinking arrests him. In Police Court Doe is fined $200.00 and sentenced to jail for 60 days.

It should be remembered that in appealed cases involving the breaking of a municipal ordinance, except for vagrancy, the jury determines whether the person accused is guilty or not and also determines on the sentence to be imposed.

When the above mentioned case was heard in the County Court, Doe was fined $50.00. In only one of the cases appealed was a jail sentence imposed and the Judge remitted that. In none of the cases was a heavy fine imposed when compared with the disposition of the case in Police Court.

—Contributed

Legislative Committee Report

YOUR Legislative Committee begs leave to report that it has had under consideration the matter of the publication of the Session Laws of the General Assembly of the State of Colorado, and finds that after each session of such Assembly the courts, the members of the Bar, and the public generally, have been subjected to great inconvenience by the delay which has occurred in publishing and distributing such laws; that at the time of this report the session laws of the Twenty-sixth General Assembly have just appeared after a delay of nearly six months since the adjournment of the legislature.

Your committee is of the opinion that such delay is wholly unnecessary, and submits and recommends the adoption of the following resolution:

"*WHEREAS*, it appears that after each session of the General Assembly of the State of Colorado a long period of time elapses before the Session Laws of such body are printed and made available to the public:

AND WHEREAS, such delay in printing such Session Laws results in confusion and in inconvenience to the public and to the members of the Bar;

AND WHEREAS, it is the opinion of this Association that such delay is unnecessary and avoidable, and that some remedy should be found for such situation;

NOW THEREFORE, BE IT RESOLVED: That this Association cause to be prepared and introduced at the next session of the General Assembly a bill providing in effect that the Session Laws shall be printed in proper form and offered for sale to the public within sixty (60) days from the date of adjournment of the session of the General Assembly at which such laws are passed, and that in default thereof there shall be deducted from the salary or other usual compensation of the person whose duty it is to compile such laws and prepare them for sale, the sum of Five Dollars ($5.00) per day for each day in excess of said sixty (60) days during which said Session Laws shall remain unavailable to the public in their printed and official form; and providing further, that after the appointment of a director of The Legislative Reference Office such director, under the direction of the Secretary of State, shall have charge of the compilation and shall supervise the preparation and printing of such Session Laws, without compensation in addition to his salary as now provided by law.

AND, BE IT FURTHER RESOLVED, that upon the introduction of said bill in the General Assembly this Association shall by appropriate means endeavor to secure its passage."

Note: A vote upon this resolution will be taken at the next meeting.

New Applications

The following applications have been approved by the membership committee and will be submitted at the next meeting of the Association.

1. James R. Jones, First National Bank Building,
2. James D. Parriott, 402-408 Midland Savings Building,
3. Frank Swancara, Equitable Building.

Willing to Be Frisked

Suspicious Character—What am I supposed to have stolen?

Officer—An automobile.

S. C.—All right; search me!

General Sherman

GENERAL WILLIAM TECUMSEH SHERMAN'S experience as a lawyer:

"I remained at Lancaster, Ohio, all of August, 1858, during which time I was discussing with Mr. Ewing and others what to do next. Major Turner and Mr. Lucas, in St. Louis, were willing to do anything to aid me, but I thought best to keep independent, Mr. Ewing had property at Chauncey, consisting of salt-wells and coal-mines, but for that part of Ohio I had no fancy. Two of his sons, Hugh and T. E., Jr., had established themselves at Leavenworth, Kansas, where they and their father had bought a good deal of land, some near the town, and some back in the country. Mr. Ewing offered to confide to me the general management of his share of interest, and Hugh and T. E., Jr., offered me an equal copartnership in their law-firm. Accordingly, about the 1st of September, I started for Kansas, stopping a couple of weeks in St. Louis, and reached Leavenworth. I found about two miles below the fort, on the river-bank, where in 1851 was a tangled thicket, quite a handsome and thriving city, growing rapidly in rivalry with Kansas City, and St. Joseph, Missouri. After looking about and consulting with friends, among them my classmate, Major Stewart Van Vliet, quartermaster at the fort, I concluded to accept the proposition of Mr. Ewing, and accordingly the firm of Sherman & Ewing was duly announced, and our services to the public offered as attorneys-at-law.

We had an office on Main Street, between Shawnee and Delaware, on the second floor, over the office of Hampton Denman, Esq., mayor of the city. This building was a small shell, and our office was reached by a stairway on the outside. Although in the course of my military reading I had studied a few of the ordinary law-books, such as Blackstone, Kent, Starkie, etc., I did not presume to be a lawyer; but our agreement was that Thomas Ewing, Jr., a good and thorough lawyer, should manage all business in the courts, while I gave attention to collections, agencies for houses and lands, and such business as my experience in banking had qualified me for. Yet, as my name was embraced in a law-firm, it seemed to me proper to take out a license. Accordingly, one day when United States Judge Lecompte was in our office, I mentioned the matter to him; he told me to go down to the clerk of his court, and he would give me a license. I inquired what examination I would have to submit to, and he replied, "None at all"; he would admit me on the ground of general intelligence.

"During the summer we got our share of the business of the profession, then represented by several eminent law-firms, embracing names that have since flourished in the Senate, and in the higher courts of the country.

"One day, as I sat in our office, an Irishman came in and said he had a case and wanted a lawyer. I asked him to sit down and give me the points of his case, all the other members of the firm being out. Our client stated that he had rented a lot of an Irish landlord for five dollars a month; that he had erected thereon a small frame shanty, which was occupied by his family; that he had paid his rent regularly up to a recent period, but to his house he had appended a shed which extended over a part of an adjoining vacant lot belonging to the same landlord, for which he was charged two and a half dollars a month, which he

refused to pay. The consequence was, that his landlord had for a few months declined even his five dollars monthly rent until the arrears amounted to about seventeen dollars, for which he was sued. I told him we would undertake his case, of which I took notes, and a fee of five dollars in advance, and in due order I placed the notes in the hands of McCook, and thought no more of it.

"A month or so after, our client rushed into the office and said his case had been called at Judge Gardner's (I think), and he wanted his lawyer right away. I sent up to the Circuit Court, Judge Pettit's, for McCook, but he soon returned, saying he could not find McCook, and accordingly I hurried with him up to Judge Gardner's office, intending to ask a continuance, but I found our antagonist there, with his lawyer and witnesses, and Judge Gardner would not grant a continuance, so of necessity I had to act, hoping that at every minute McCook would come. But the trial proceeded regularly to its end; we were beaten, and judgment was entered against our client for the amount claimed, and costs. As soon as the matter was explained to McCook, he said "execution" could not be taken for ten days, and, as our client was poor, and had nothing on which the landlord could levy but his house, McCook advised him to get his neighbors together, to pick up the house, and carry it on to another vacant lot, belonging to a non-resident, so that even the house could not be taken in execution. Thus the grasping landlord, though successful in his judgment, failed in the execution, and our client was abundantly satisfied."

Reported by W. J. McPherson of the Denver Bar, 1927.

Recent Trial Court Decisions

(Editor's Note.—It is intended in each issue of the Record to note interesting current decisions of all local Trial Courts, including the United States District Court, State District Courts, the County Court, and the Justice Courts. **The co-operation of the members of the Bar is solicited in making this department a success. Any attorney having knowledge of such a decision** is requested to phone or mail the title of the case to Victor Arthur Miller, who will digest the decision for this department. The names of the Courts having no material for the current month will be omitted, due to lack of space.)

Denver District Court

DIVISION 4

JUDGE HENRY BRAY

Illinois Building Corporation vs.

The Guardian Trust Company.

Facts: General demurrer. Complaint upon lease and rental guarantee of cigar stand executed by President of bank in corporate name without formality of seal or secretarial attestation or recitation of resolution of Board of Directors or Stockholders. Complaint alleged execution by bank in general terms and temporary possession. Upon contention that guarantee contract was ultra vires the bank and ultra vires the President.

Held: Demurrer over-ruled.

Reasoning: Recitation of agency and agent's authority not essential as against a general demurrer. Act of officers as ultra vires is a defense and is not available on demurrer, unless the facts set up preclude any other possibility as ratification, etc. The facts in this Complaint held not to preclude the intra vires execution either as to the corporation or the officers.

Denver District Court

DIVISION 4

JUDGE HENRY BRAY

City and County of Denver vs. Stoddard, et al.

Facts: Hearing on objections to statutory petition of City for appointment of commissioners in eminent domain proceedings. Petition sets up two separate improvements authorized by two ordinances of City Council on streets separated by the width of the city and prays appointment of only one set of commissioners to appraise damages and injuries for both. Upon statutory objection for misjoinder analogous to special demurrer.

Held: Objection over-ruled.

Reasoning: The present eminent domain statute and particularly the provision for the condemnation of non-contiguous parcels of land authorize such a joinder.

In the United States District Court

JUDGE J. FOSTER SYMES

T. T. Lackey vs. The Hope Mining, Milling & Leasing Company.

Facts: Two suits in ejectment to recover possession of a group of mining claims. Plaintiff, as permitted by the code, seeks to recover possession of all of the properties, although claiming title to undivided fractional interests only of a part of the claims involved. Defendant sets up numerous defenses in law and also pleads certain equitable defenses. The prayer is that the plaintiff be enjoined from asserting his technical legal titles. For the purpose of discussion only defendants concedes the plaintiff has a technical legal title to fractional parts and that its own legal title is defective, but asserts plaintiff should be enjoined from asserting his legal title because he has been guilty of laches, dishonest and fraudulent conduct, and that to permit him to recover at law would be to countenance unjust enrichment as a result of alleged carefully planned purchases of legal titles for the purposes of litigation. It is brought out that the Hope Company was a public enterprise to try and develop these mining properties during a long period of depression. It is urged that plaintiff stood by and permitted this laudable public enterprise to proceed and that he is now estopped. Defendant says it acquired tax titles because the owners had left the county and could not be found.

Question: The sufficiency of the equitable defenses.

Held: Inadequate.

Reasoning: The tax sales were perfectly proper and owner of property need not pay any attention to void tax proceedings. The title to real property depends primarily on the strength of the legal title. The laws in regard to tax titles are highly technical and depend upon a strict compliance with all statutory requirements and decisions. Good intentions, expenditures of money, etc., cannot cure statutory defects. Equity follows the law. A party dealing in tax titles is bound by the maxim, "*Caveat Emptor, Qui Ignorare Non Debuit Quod Alienum Emit*".

All He Had

Judge—The policeman says you offered resistance when he arrested you.

Prisoner—Well, your honor, that was all I had. Maybe I'd have been more successful if it had been a $10 bill.

Hereditary Job

First Burglar's Wife—"Wot's yer little kid goin' to be when he grows up?"

Second Burglar's Wife—"Guess he's goin' to foller in the finger-prints of his old man."—*Judge.*

Whoa!

The Accused—"I was not going forty miles an hour—not twenty—not even ten—in fact, when the officer came up I was almost at a standstill."

The Judge—"I must stop this or you will be backing into something. Forty shillings."—*Tatler (London).*

The Pedestrian Overzigged

A negro taxi-driver, charged with running a man down, was lectured by the judge, who told him that when in danger of hitting some person he should "zigzag his car."

"I did zigzag, your honor," was the reply, "but dat man was zigzaggin,' too, and he zigged so much faster dan I could zag dat it just nacherly give me swimmin' in de head, and dat's how I come to hit him."

A Clairvoyant

Judge (to convicted burglar): Have you anything to say before sentence is passed?

Burglar: The only thing I'm kicking about is bein' identified by a man who kept his head under the bedclothes the whole time!

—Dry Goods Economist.

Force of Habit

"I never knew Jones had twins."

"My Dear! He married a telephone girl and, of course, she gave him the wrong number."—Kansas City Star.

Indisputable

"If your client hadn't felonious intention how comes it that the policeman saw him hiding behind a tree?"

"Because the tree wasn't big enough!"

—Journal Amusant, Paris.

Must Be Truthful

"What is the defendant's reputation for veracity?" asked the judge.

"Excellent, your Honor," said the witness. "I've known him to admit that he had been fishing all day and hadn't got a single bite."—Philadelphia Public Ledger.

CHAS. H. SCOTT
President

EDWARD WHITLEY
Treasurer

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